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EEOC v. RSG Forest Products Inc. dba Estacada Lumber Co.

Judge Owen M. Panner

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Keywords

EEOC, RSG Forest Products Inc., Estacada Lumber Co., 02-CV-1334-JE, consent decree, hostile work environment, sexual harassment, sex, male, manufacturing, employment law, title VII

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ATTORNEYS FOR PLAINTIFF EEOC

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	NO. 02-CV-1334-JE
Plaintiff,)	CONSENT DECREE
DAVID POULIN,)	
Plaintiff-Intervenor,)	
v.)	
RSG FOREST PRODUCTS, INC. dba ESTACADA LUMBER CO.,)	
Defendant.)	

I. INTRODUCTION

1. This action originated with a charge of discrimination David Poulin filed with the Equal Employment Opportunity Commission ("EEOC"). The charge alleged that the defendant, RSG Forest Products, Inc. ("RSG"), engaged in unlawful employment practices at its Estacada, Oregon facility in violation of §§ 703(a) of Title

1 VII, 42 U.S.C. §§ 2000e-2(a), by subjecting him to a sexually hostile work environment.

2 2. The EEOC sent the defendant a Letter of Determination with a finding
3 there was reasonable cause to believe Mr. Poulin's allegations were true and that
4 similarly situated male employees were also subjected to a sexually hostile work
5 environment.

6 3. The Commission filed this lawsuit on September 27, 2002, in the
7 United States District Court for the District of Oregon at Portland. This Court granted
8 Mr. Poulin's motion to intervene on January 6, 2003.

9 4. The parties want to conclude the claims arising out of Mr. Poulin's
10 charge, the EEOC's determination, and this action without expending further resources
11 in contested litigation.

12 **II. NONADMISSION OF LIABILITY AND**
13 **NONDETERMINATION BY THE COURT**

14 5. This consent decree is not an adjudication or finding on the merits of
15 this case and shall not be construed as an admission by the defendant of a violation of
16 Title VII.

17 **III. SETTLEMENT SCOPE**

18 6. This consent decree is the final and complete resolution of all
19 allegations of unlawful employment practices contained in David Poulin's discrimination
20 charge, in the EEOC's Letter of Determination, and in the EEOC's complaint filed in this
21 action, including all claims by the parties for attorney fees and costs.

22 **IV. MONETARY RELIEF**

23 7. The defendant agrees to pay David Poulin, Jose Castaneda, Preston
24 Gorbett, Zane Burke, and Frank Smith a total of \$ 200,000 in compensatory and
25

1 punitive damages, allocated as follows, in settlement and satisfaction of all claims for
2 monetary relief in this action and subject to all withholding required by law:

- | | | |
|---|--------------------|-----------|
| 3 | 1. David Poulin | \$ 20,000 |
| 4 | 2. Jose Castaneda | \$ 45,000 |
| 5 | 3. Preston Gorbett | \$ 45,000 |
| 6 | 4. Zane Burke | \$ 45,000 |
| 7 | 5. Frank Smith | \$ 45,000 |

8 In return, each listed recipient of settlement funds will release defendant from all claims
9 arising out of this lawsuit.

10 **V. INJUNCTIVE RELIEF**

11 **A. General Provisions**

12 8. The defendant reaffirms its commitment to comply with the provisions
13 of Title VII and all other federal laws against discrimination in its employment decisions.
14 In furtherance of this commitment, it will monitor the affirmative obligations of this
15 consent decree.

16 9. The defendant will not retaliate against any current or former employee
17 for opposing any practice made unlawful by Title VII. Nor will the defendant retaliate
18 against any current or former employee for making a charge or for testifying, assisting,
19 or participating in any investigation, proceeding, or hearing associated with this action.

20 10. In recognition of its obligations under Title VII, the defendant will
21 institute the policies and practices set forth below.

22

23 **B. Establishment of Policy and Procedures to Prevent Discrimination**

24 11. Defendant will create a written equal employment opportunity policy
25 which sets forth the requirements of federal laws against employment discrimination

1 and specifically those provisions which make sexual harassment discrimination
2 unlawful.

3 12. The policy will include a statement of defendant's commitment to
4 ensuring that the practices and the conduct of its employees will comply with the
5 requirements of federal laws against employment discrimination. It will include a
6 provision stating that those who violate the policy will be subject to appropriate
7 discipline, up to and including termination.

8 13. The policy will include an internal complaint procedure for employees to
9 report suspected incidents of discrimination so that the defendant can investigate and
10 take appropriate action if it determines that any employee has violated its EEO policy.

11 14. The internal complaint procedure will include the following provisions:

12 a. A list of the appropriate persons to whom an individual should report
13 allegations of discrimination in the workplace.

14 b. An explanation of how to make a complaint and what an
15 investigation will involve, including informing the affected individuals of
16 the outcome of the investigation.

17 15. The defendant will submit a copy of its policy and procedures for the
18 EEOC within forty-five days of the date of entry of this decree. The defendant will
19 distribute the policy to all present and future employees, both management and non-
20 management.

21 **C. Posting Notice**

22 16. The defendant will post the notice attached as Exhibit 1 to this consent
23 decree. The notice shall be posted on centrally located bulletin boards in defendant's
24 Estacada, Oregon facility where notices to employees are normally posted or where
25 employees will see the notice for the duration of the consent decree. The defendant

1 will also post in the same locations a copy of the EEO policy referenced in paragraph
2 11.

3 **D. Training**

4 17. During the term of this consent decree, RSG will provide at least six
5 hours of employment discrimination training annually for its managers, specifically
6 including topics related to sexual harassment. Training will be conducted by a vendor
7 mutually agreed upon by both parties. The first training will take place within sixty days
8 of entry of this consent decree. The second training will take place within sixty days
9 after the one-year period following entry of this consent decree. The third training will
10 take place within sixty days after the two-year period following entry of this consent
11 decree. The form and content of the training events will be subject to prior review by
12 the EEOC, and the cost of training shall be borne by defendant.

13 18. The defendant will provide to the EEOC a list of attendees of the
14 training provided pursuant to paragraph 19, an evaluation form filled out and signed by
15 each attendee, and a copy of the training materials and handouts with the reports
16 required in paragraph 19.

17 18 **F. Reporting**

19 19. Six months after entry of this decree, and every six months thereafter
20 for the term of the decree, the defendant will provide a report to the Commission with
21 the following information:

- 22 a. A summary of any complaints of employment discrimination alleging
23 conduct constituting a violation of laws against discrimination on the
24 basis of sexual harassment.
25 b. Copies of the training attendee lists, evaluations, and materials

1 generated by the training required by paragraphs 17-18.

2 c. A statement listing the other provisions of this decree with which
3 defendant is required to comply during the preceding period and
4 certifying that it has complied with the terms of the decree. If the
5 defendant has not complied with any term of the decree, the statement
6 will specify the areas of noncompliance, the reason for the
7 noncompliance, and the steps taken to bring the defendant into
8 compliance.

9 **VI. ENFORCEMENT**

10 20. The United States District Court for the District of Oregon shall retain
11 jurisdiction over this matter for the duration of the decree. If the EEOC concludes that
12 the defendant has breached any of the above provisions, it may bring an action to
13 enforce this consent decree no sooner than thirty days after providing the defendant
14 written notification of the alleged breach. The period following the written notice will be
15 used by the parties for good faith efforts to reach agreement on how to bring the
16 defendant into compliance with the decree.

17
18 **VII. TERMINATION OF DECREE**

19 21. This decree shall be in effect for (3) three years commencing with the
20 date the decree is entered by the court. If the EEOC petitions the court and the court
21 finds the defendant to have violated the terms of this consent decree, it may
22 extend the period of this consent decree and award the Commission its costs in
23 bringing an enforcement action.

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DATED this 19th day of May, 2003.

Respectfully submitted,

A. LUIS LUCERO, JR.
Regional Attorney

GWENDOLYN REAMS
Associate General Counsel

JOHN F. STANLEY
Acting Supervisory Trial Attorney

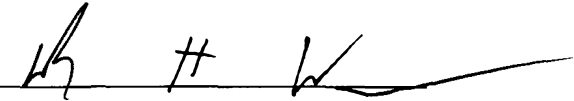
BY: 

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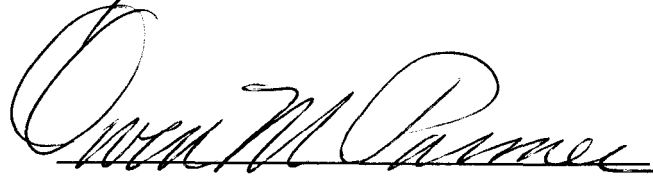
BY: 

Attorneys for Defendant

1 **ORDER**

2 The Court, having considered the foregoing stipulated agreement of the
3 parties, HEREBY ORDERS that the foregoing consent decree be, and the same hereby
4 is, approved as the final decree of this Court in full settlement of this action. This
5 lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees to any
6 party. The Court retains jurisdiction of this matter for purposes of enforcing the consent
7 decree approved herein.

8 DATED this 27 day of May, 2003.

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11 UNITED STATES DISTRICT JUDGE
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NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement between RSG FOREST PRODUCTS, INC. and the Equal Employment Opportunity Commission.

Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990 are enforced by the EEOC and require the following:

That there be no discrimination against any employee or applicant for employment because of the employee's race, sex, color, religion, national origin, age (over age 40), or disability with respect to hiring, firing, compensation, or other terms, conditions or privileges of employment.

It is an unlawful employment practice for an employer to retaliate against any employees or applicants for employment because they have opposed a practice or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under these statutes.

RSG will institute a training program to train managers regarding the requirements of the above statutes, with particular emphasis on discrimination in the form of sexual harassment.

RSG has posted this notice because the company supports and will comply with these federal laws in all respects and will not take any retaliatory action against employees because they have exercised their rights under the law.

DATED: _____

RSG FOREST PRODUCTS, INC.
